

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 04-2017

INTRODUCED BY: Dan Scheider

DATE PASSED: February 13, 2017

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
COOPERATIVE AGREEMENT WITH THE COUNTY OF SUMMIT FOR CERTAIN
ROAD PAVEMENT AND MAINTENANCE WORK THROUGH THE COUNTY 2017
ROAD PAVING AND MAINTENANCE PROGRAM**

WHEREAS, the Village's roads require regular maintenance; and

WHEREAS, the Village recognizes that collaboration with the County through the County Road Paving and Maintenance Program will result in cost advantages to the Village due to better prices on materials, scheduling efficiencies of the service provider, and a savings on engineering costs; and

WHEREAS, the Village has expressed its desire to participate in the 2017 County Road Paving and Maintenance Program and has requested the County Engineer's Office to provide cost estimates for certain maintenance work on the roads indicated in the attachment hereto that is incorporated herein by reference (the "Project"); and

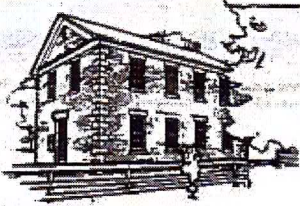
WHEREAS, based upon the Summit County Engineer's Estimate for the work incorporated in the Project, the estimated cost of the Project is \$42,998; and

WHEREAS, the County Engineer plans to seek and award bids for the 2017 County Road Paving and Maintenance Program, including the Village of Peninsula Project, with a not to exceed estimate of \$48,000 for the Village of Peninsula Project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby and herein authorizes the Mayor to enter into a cooperative agreement with the County of Summit, through the Summit County Engineer, to participate in the County's 2017 Road Paving and Maintenance Program for the paving and maintenance work on the roads specified in the attachment hereto pursuant to the following terms:

- a. The parties estimate the Project's Construction Cost to be \$42,998, with said cost including construction, engineering, and inspection costs;
- b. The net estimated cost to the Village shall be an amount not to exceed \$48,000; and
- c. The Village desires to utilize its motor vehicle license tax money to pay for a portion of the Project, and the Village will provide all other financial resources necessary to fully complete the Project.



Village of Peninsula

SEAL AND CHIP WITH #8 SLAG

Church St. – S.R. 303 to dead end	3,500 sq. ft. single
Bronson Ave. – Riverview Rd. to dead end	35,370 sq. ft. single
Emerson St. – S.R. 303 to Bronson Ave.	11,300 sq. ft. single
Ridgeway Ave. – S.R. 303 to dead end	16,398 sq. ft. single
Orchard St. – Akron-Peninsula Rd. to dead end	6,840 sq. ft. single
S. Canal St. – S.R. 303 to dead end	2,320 sq. ft. single
N. Locust St. – Mill St. to dead end	<u>26,092 sq. ft. double</u>
Total= 127,552 sq. ft.	

OTHER FULL DEPTH REPAIRS

N. Locust St. – 900 sq. ft. x 5" #301 base asphalt
Bronson Ave. – 400 sq. ft. x 5" #301 base asphalt

Please let me know if you have any questions.

Sincerely,

Alan L. Halko
Service Department Supervisor

1582 Main Street P.O. Box 177 Peninsula, Ohio 44264
Phone: (330)657-2151 Fax: (330)657-2372
<http://villageofpeninsula-oh.gov>

SUMMIT COUNTY ENGINEER
Engineer's Estimate for Village of Peninsula.
Project: 2017 SCE 422 Program
Bid Opened:

Ref. No.	Item	Description	Unit	Quantity	Engineer's Estimate	
					Unit Price	Total Amount
		Village of Peninsula				
		Pavement				
15	253	Pavement Repair	CY	30	260.00	7,800.00
16	422	Seal Coat Aggregate (Slag)	SY	14,370	0.90	12,933.00
17	448	Bituminous Material, CRS-2	GAL	5,750	1.90	10,925.00
18	614	Asphalt Concrete Leveling, PG 64-22, A.D.B.E.	CY	22	220.00	4,840.00
19	623	Maintaining Traffic	LUMP	1	4,000.00	4,000.00
20	103.05	Mobilization	LUMP	1	2,000.00	2,000.00
		Performance and Payment Bond	LUMP	1	500.00	500.00
		Total Amount Base Bid for Village of Peninsula				42,998.00

AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND
THE CITY/VILLAGE OF PENINSULA
FOR PAVEMENT MAINTENANCE AND/OR MARKING COLLABORATION

This Agreement of Cooperation is made this ____ day of _____, 2017 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer, hereafter referred to as the "Engineer", and the City/Village of Peninsula, hereafter referred to the "City/Village", with the County and City/Village referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the City/Village is requesting Pavement Maintenance and/or Marking services within the City/Village's corporate limits as necessary; and

WHEREAS, the City/Village and the County recognize that collaboration on Pavement Maintenance and/or Marking projects can result in cost advantages for all participants due to increased volume of materials required and scheduling efficiencies for the service provider; and

WHEREAS, the City/Village and the County recognize that in order for all participants to fully benefit from collaboration it is imperative that participation in the project be maintained for the duration of the project once a service provider has been selected through the competitive bidding process; and

WHEREAS, the City/Village desires that the County will provide these services through the County Engineer; and

WHEREAS, by City/Village of Peninsula Ordinance No. 04-2017, the Mayor is authorized to enter into an agreement with the County for the payment of costs of this Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

to advertise for bids on February 27 thru March 10, 2017. Bids are scheduled to be opened on March 17 and 20, 2017.

F) The City/Village agrees that it will fund the project with local funds only. Projects receiving state or federal assistance cannot be included in the Inventory presented to the County as part of this agreement.

G) Field testing and inspection of materials and services provided shall be the responsibility of the City/Village.

Section 3 – COUNTY RESPONSIBILITIES

A) The County shall administer the bidding process. Municipalities will be listed as separately on unit cost sheets within the overall bid documents. Bids will be evaluated on total lowest bid of the entire contract.

B) The County shall provide administrative support required to ensure the successful implementation of this agreement and resulting contracts with service providers selected through the bidding process.

C) For the work performed for the County on County Highways, the County shall make payments to the contractor directly as specified in the final contract awarded by the County.

D) The County shall provide estimated quantities and costs for the portion of the project on County Highways. The sum of all construction cost estimates shall be prepared by the County. The County bid will be limited to ODOT specified bid items.

E) The County will be responsible for providing any necessary inspection, engineering and project design for the portion of the project on County Highways.

F) The County will be responsible for material certifications.

G) The County shall provide in the construction contracts that the City/Village is a third party beneficiary of the contract and that the City/Village will have direct recourse against the Contractor should a dispute arise as to a particular project.

This agreement becomes effective upon signature by the parties and shall extend through final completion of the project.

Section 7 – APPLICABLE LAW

The County and City/Village agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.

Section 8 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the City/Village by the signature of the Mayor.

THE CITY/VILLAGE OF PENINSULA

By: [Signature]
Mayor

2-15-2017
Date

THE COUNTY OF SUMMIT

Authorized By:

Russell M. Pry
County of Summit Executive

Date

Recommended By:

Approved as to Legal Form and Correctness:

Alan Brubaker, P.E., P.S.
Summit County Engineer

Sherri Bevan Walsh
Prosecutor, County of Summit

Date

SUMMIT COUNTY ENGINEER
Engineer's Estimate for Village of Peninsula
Project: 2017 SCE 422 Program
Bid Opened:

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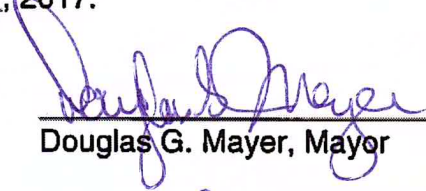
SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that it is necessary for the Village to adopt this Resolution promptly so that the County can include the Village's Project with the bids for the 2017 Road Paving and Maintenance Program, and therefore, this Resolution shall take immediate effect upon its passage.

SECTION 4. Effective Date. This Resolution shall take effect on the 13 day of February, 2017.

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of February, 2017.

Passed:



Douglas G. Mayer, Mayor

Attest:



John D. Stiegel, Fiscal Officer

Approved as to Legal Form.



Bradric T. Bryan, Solicitor

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 13 day of February, 2017.

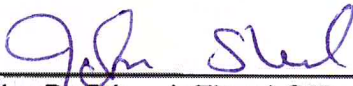


John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 20 day of February, 2017, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



John D. Stiegel, Fiscal Officer